

SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION	<p style="text-align: center;">INVITATION FOR BID</p> <p style="text-align: center;">and Bidder Acknowledgment</p>
Contact: Betsy J. Cohen 407-665-7112 bcohen@seminolecountyfl.gov	<p style="text-align: center;">Bid-2009-04/BJC Purchase of Lockable Sample Stations with Cyber Key Built-in</p>
Bid Due Date: December 17, 2004 Bid Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	<p style="text-align: center;">X _____ Authorized Signature (Manual)</p>
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 1

Description of Project

Seminole County is looking for a responsible and responsive Supplier to provide 120 lockable sample Stations with Cyber lock built-in. The specifications are included as part of the Bid Documents. The County is looking only for the purchase of these items without the installation service. Above ground sampling stations for water distribution sampling. Station must have a lockable, removable cover. Materials that are exposed to water must be non-corrosive. Bury depth should be 3 feet.

Section 2 – Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this Bid or their bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your bid.

PUBLIC OPENING: Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 665-7116.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive bids at the above address. The outside of the envelope/container must be identified with the Bid Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the bid in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling (407) 665-7116, before the 2:00 deadline.

Bidders shall submit **FOUR (4) COMPLETE SETS** (one [1] original and three (3) copies) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidders.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts

Division in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division at least seven (7) business days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this Bid. Telephone No. 407-665-7116, Fax No. 407-665-7956.

ADDENDUM: Should revisions to the Bid documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Bidders should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received.

Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov/purchasing. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder. The COUNTY anticipates award to the Bidder who submits the bid judged by the COUNTY to be the most advantageous and offers the best value to the County. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids, to waive any formalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety.

In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS."

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.

(f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.

(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

(h) Non-compliance with the submittal requirements of these Instructions To Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.

(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.

(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.

(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.

(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.

(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.

(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.

(j) The type, structure and experience of the local or branch management proposed.

(k) Quality Control Program.

(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.

(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any Bidder which submits in its bid to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page (www.seminolecountyfl.gov/purchasing) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all bids and to make the award to those Bidders, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of

an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for ninety (90) Days after the day of the Bid opening. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County and the Selected Bidder

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation for Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all

bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

ORDER(S): Authorization for delivery by the Contractor under this agreement shall be in the form of written Purchase Order(s) issued and executed by the County.

Section 3 – Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into two (2) sections with references to parts of this Bid done on a section number/paragraph number basis. The two (2) sections shall be named:

1. Required Submittals
2. Price Proposal including Standard Warranty and delivery charges, if applicable.

1. REQUIRED SUBMITTALS:

Invitation for Bid – Page #1 of Package

- Name of Individual, Partnership, Company, or Corporation submitting bid;
- Signature(s) or representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past 5 years.

Bidder's Certification: Complete the "Bidder's Certification Form" included in this bid package as indicated.

Conflict of Interest Statement: Complete the "Conflict of Interest Statement" included in this bid package as indicated.

Compliance with the Public Records Law: See form included in this package.

2. PRICE BID

The Price Proposal shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached form shall render the Bid unresponsive. The proposed cost shall include standard warranty and delivery charges, if applicable.

**Section 4 –
Price Submittal**

PROJECT: **LOCKABLE SAMPLE STATIONS WITH CYBER LOCK BUILT-IN**
COUNTY CONTRACT NO. **BID-2009-04/BJC**

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to complete the order in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Bid Documents, including Addenda Nos. _____ through _____, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Total Proposed Bid: Bid shall include standard warranty and delivery charges, if applicable

120 Lockable Sample Stations with Cyber-lock built-in: \$ _____

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this _____ day of _____, 2004.

(Name of BIDDER)

(Signature of person signing this BID FORM)

(Printed name of person signing this BID FORM)

Title

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Attachment B
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: Bid-2009-04/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Attachment C
BIDDER'S CERTIFICATION

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

() _____
Telephone Number

Sworn to and subscribed before me

This _____ day of

20

Signature of Notary

Notary Public, State of _____

Personally Known

-OR-

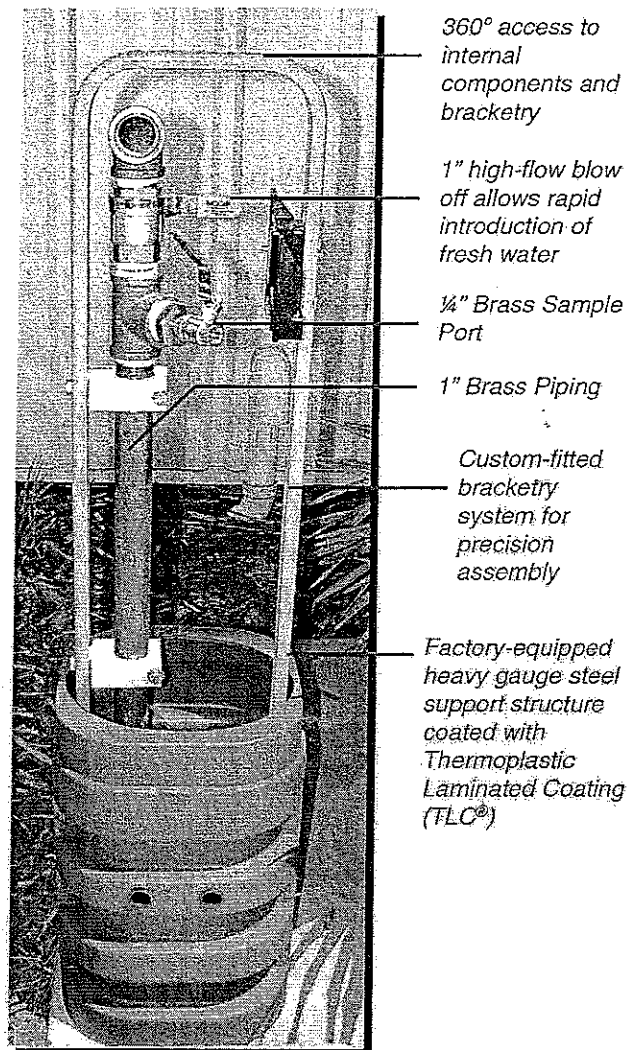
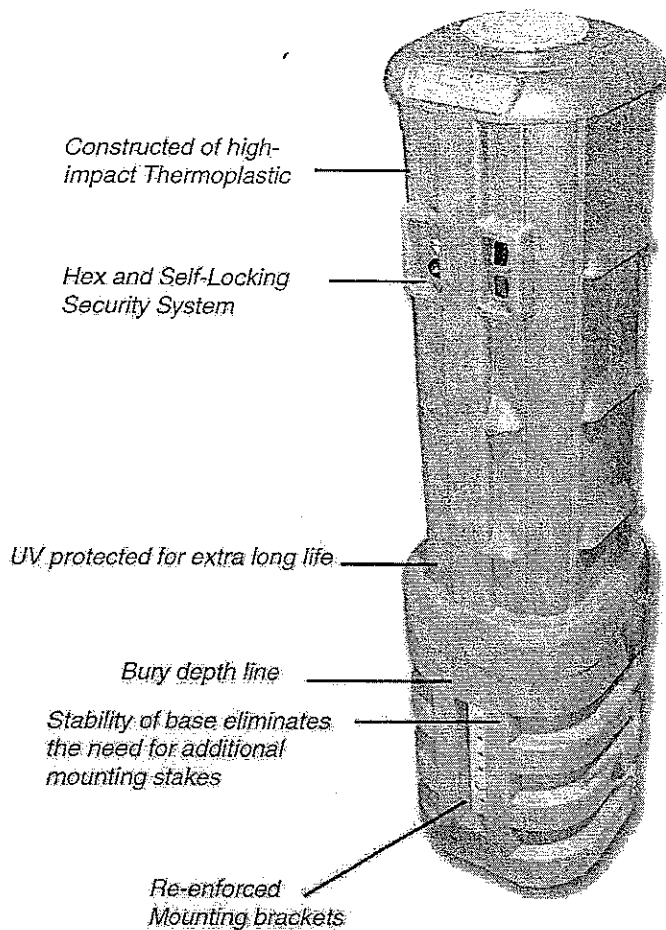
Produced Identification _____

Type: _____

Exhibit A Specifications

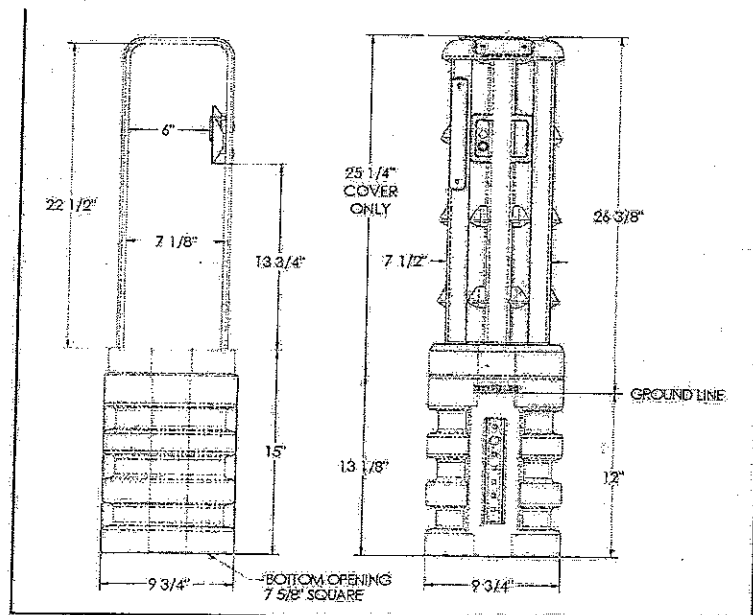
Above ground sampling stations for water distribution sampling. Station must have a lockable, removable cover. Materials that are exposed to water must be non-corrosive. Bury depth should be 3 feet. See attached for additional specifications.

Bacteriological Sampling Station has been designed in accordance with the standards of utilities throughout the United States and Canada. Through its design, the Sampling Station offers optimum security, 360° accessibility, and maximum durability for extra-long life.



Standard Features:

- 1" high-flow blow off
- 1/4" Brass Sample Port
- 1" Brass Piping
- Break Away Feature
- Universal bracketry system
- Custom identification plates
- Stability without mounting stakes
- Hex head self-locking system



Optional Features:

- Curb and Drain Upgrade for Freeze Protection
- CyberLock® security locking system
- Variety of color choices